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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

CATALINA YACHTS, INC., a
California Corporation,

Plaintiff,

v.

SHARON DAY, an individual;
GERARD DOUGLAS, an individual;
and DOES 1 through 10, inclusive,

Defendants

GERARD DOUGLAS,

Plaintiff

v.

Defendant

and

SHARON DAY,

Counterclaim Plaintiff,

v.

CATALINA YACHTS, INC.,

Case No. 2:25-CV-04090-SVW-RAO

Assigned to The Hon. Stephen V.
Wilson

**STATEMENT OF
UNCONTROVERTED FACTS
FILED IN SUPPORT OF
DEFENDANT/COUNTERCLAIM
PLAINTIFF SHARON DAY'S
MOTION FOR PARTIAL
SUMMARY JUDGMENT**

Date: January 26, 2026
Time: 1:30 p.m.
Courtroom 10A

Action Filed: May 7, 2025
Trial Date: February 17, 2026

a California Corporation,
Counterclaim Defendant.

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Defendant/Counter-Plaintiff Sharon Day (“Ms. Day”), pursuant to FRCP 56 and Local Rule 56-1, by and through her undersigned counsel, hereby submits the following Statement of Uncontroverted Facts filed in support of her Motion for Partial Summary Judgment against Plaintiff/Counter-Defendant Catalina Yachts, Inc. (“Catalina”):

<u>MOVING PARTY’S UNCONTROVERTED FACTS</u>	<u>MOVING PARTY’S SUPPORTING EVIDENCE</u>
The parties do not dispute the existence of a valid and enforceable contract.	Catalina Yachts, Inc.’s Complaint (“ <u>Complaint</u> ”) ¶ 1, lines 19-26; Answer and Counterclaims of Defendant Sharon Day (Doc. 46), ¶ 1.
On or about November 18, 2002, Ms. Day, Catalina, Frank Butler (as President and individually), and Jean Butler (individually) executed the Agreement.	Berman Decl., Ex. 7.
The Agreement states that Ms. Day “shall earn the Bonus if [she] continues to work full-time for Catalina until the earlier of: (i) the sale of Catalina; or (ii) seven and one-half (7-1/2) years from	Berman Decl., Ex. 7, § 1.1.

1 2 3 4	the date of execution of this Agreement,” and defines “Sale of Catalina” to include “sale of the Butlers’ stock or sale of all of Catalina’s assets.”	
5 6 7 8 9 10 11	The Agreement states that Catalina will pay the Bonus within 60 days of “payment to the Butlers of the consideration they are to be paid for their shares” and contemplates periodic payments for the “Butlers’ Catalina shares.”	Berman Decl., Ex. 7, §§ 1.5, 1.6.
12 13 14 15 16 17 18	“Bonus” is “additional compensation equal to five percent (5%) of the: (i) net sales price; or (ii) value of Catalina, whichever is appropriate,” with a “Minimum Bonus” of “no less than one million (\$1,000,000)” “if all conditions of [the] Agreement are satisfied.”	Berman Decl., Ex. 7, §§ 1.2, 1.4.
19 20 21 22	Ms. Day worked for Catalina continuously from the execution of the Agreement until her retirement in 2024.	Berman Decl., Ex. 1, 47:9-13.
23 24	Ms. Day’s right to a bonus vested on or about May 18, 2010.	Berman Dec., Ex. 1, 49:6-12.
25 26 27	Catalina testified that “for sure [Ms. Day has] reached [the Agreement’s ‘when bonus is earned’ requirements] because	Berman Dec., Ex. 1, 49:6-12.

1	she worked over the seven and a half	
2	years...”	
3	The first sale of assets occurred in	Berman Decl., Ex. 2.
4	November 2020, when Catalina sold	
5	certain property located in Pinellas	
6	County, Florida, to Generation Church	
7	of Tampa Bay, Inc. for approximately	
8	\$1,000,000.00.	
9	The second sale of assets occurred in	Berman Decl., Ex. 3; Berman Decl. Ex.
10	July 2024, when Catalina, for no	6, 30:25-32:5.
11	consideration, transferred certain	
12	property located in Pinellas County,	
13	Florida, to Catalina Investments, LLC, a	
14	newly created entity controlled by the	
15	shareholders of Catalina, who then sold	
16	that property to Prometheus Maritime	
17	Properties for approximately	
18	\$12,500,000.00, without using any of	
19	the sale proceeds to support necessary	
20	operations and without providing for	
21	payment to outstanding creditors	
22	including Ms. Day.	
23	The third sale of assets occurred in April	Berman Dec., Ex. 4.
24	2025, when Catalina entered into an	
25	Asset Purchase Agreement (the “ <u>APA</u> ”)	
26	with Michael Reardon (the “ <u>Buyer</u> ”) for	
27	the sale of Catalina’s assets in exchange	
28		

1 2 3 4	for a \$1,000,000.00 promissory note and the assumption of approximately \$1,425,000.00 in liabilities.	
5 6 7 8 9	The APA provided that the Buyer “does not assume any liability under any agreements between [Catalina] and Sharon Day,” reflecting Catalina’s retention of the obligation.	Berman Dec., Ex. 4.
10 11 12 13 14 15 16	Michael Reardon declared that, prior to consummation of the transaction, “Mr. Berney and [Catalina’s President] told me clearly Catalina was aware of and would pay the obligation to Ms. Day and that [Reardon] would not be responsible for it.”	Berman Dec., Ex. 5, ¶ 8.
17 18 19	Catalina testified that “the way [the Agreement] is written up is a little unclear in certain areas.”	Berman Dec., Ex. 1, 49:16-20.
20 21 22 23 24 25	Catalina testified that in a scenario where Catalina sells its assets without the Butlers selling their shares, the timing of Ms. Day’s Bonus payment is “part of the confusing part about the document.”	Berman Dec., Ex. 1, 51:8-19.

1 Dated: December 22, 2025

SHUMAKER, LOOP & KENDRICK,
LLP

Steven M. Berman

By: /s/ Steven M. Berman

Steven M. Berman

Attorney for SHARON DAY